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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

GLOUCESTER COUNTY WELFARE BOARD

AND

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, LOCAL 1085

✓ JULY 1, 1981 THROUGH JUNE 30, 1983

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PREAMBLE

The Gloucester County Welfare Board, Woodbury, New Jersey (hereinafter referred to as the "Board"), and the Communications Workers of America, AFL-CIO (hereinafter referred to as the "Union"), hereby enter into this agreement for the establishment of salaries, benefits, and the enumeration of other terms and conditions of employment with salary retroactive to July 1, 1981 and other changes to be effective on dates specified herein or upon signing and approval of this Agreement.

ARTICLE I

RECOGNITION

The Board agrees to recognize the Communications Workers of America, AFL-CIO, as the sole and exclusive bargaining agent for the employees certified by PERC in the following job classifications including the bilingual variants:

Account Clerk	Sr. Account Clerk, Typing
Account Clerk, Typing	Sr. Clerk Typist
Clerk Typist	Sr. Receptionist, Typing
Clerk Typist & Interpreter	Sr. Investigator, C.W.A.
Data Entry Machine Operator (Terminal)	Sr. Clerk Stenographer
Income Maintenance Aide	Sr. Clerk Transcriber
Income Maintenance Specialist	Sr. Terminal Operator
Income Maintenance Technician	Social Worker
Income Maintenance Worker	Supvg. Account Clerk, Typing
Investigator, C.W.A.	Supvg. Clerk, Typing
Prin. Account Clerk, Typing	Telephone Operator
Prin. Clerk Bookkeeper	Terminal Operator
Prin. Clerk Typist	
Prin. Terminal Operator	

Excluded from the bargaining unit are all other classifications but not limited to:

Ass't. Training Supervisor	Training Supervisor
Ass't. Administrative Supervisor	Chief Clerk
Chief Investigator	Administrative Secretary (C.W.A.)
Director	Secretarial Ass't., Steno.
Deputy Director	Sr. Accountant
Fiscal Officer	All Supervisors
Prin. Clerk Stenographer (Confidential)	All Administrative Supvrs.
Property & Resource Supervisor	All Guards

If a new classification is established during the term of this agreement and, if not mutually agreed to between the parties for inclusion in the unit above defined, clarification may be sought from PERC by either party.

ARTICLE II  
HOURS OF WORK AND OVERTIME

The normal working week shall consist of thirty-five (35) hours per week which shall be made up of five (5) seven hour days per week from 8:00 A.M. to 4:00 P.M.

The Director (or Deputy Director or the Director's designee) may arrange the lunch hours of employees so as to have part of the staff available to the public at all times.

The working day for employees may be varied or extended by the Director (or Deputy Director or Director's designee) as the need arises, subject to approval of the Division of Public Welfare.

Overtime shall be accrued whenever an employee is authorized to work in excess of the regularly scheduled working hours (i.e., seven hour day) due to the pressure of agency business. All overtime must be approved in advance by the Director or his/her designee, except that in emergency situations the Director may authorize overtime retroactively. It is expressly understood that management reserves sole right of approval of overtime. Also, in lieu of paying overtime pay, the Agency may require some employees to take equivalent time off provided it is taken during the same week.

Employees covered by this Agreement will be compensated at the rate of time and one-half in cash for authorized overtime hours accrued in excess of the normal hours of the established work week. Hours worked on a holiday shall be compensated at time and one-half in addition to the Holiday Credit.

ARTICLE III  
GRIEVANCE PROCEDURE

**A. Purpose**

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment. The parties agree that this procedure will be kept as informal as may be appropriate.
2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration, and having the grievance adjusted without the intervention of the Union.

**B. Definitions**

1. The term "grievance" shall mean an allegation that there has been:
  - (a) A misinterpretation or misapplication of the terms of this Agreement which is subject to the grievance procedure outlined herein and shall hereinafter be referred to as a "contractual grievance"; or
  - (b) Inequitable, improper, unjust application or misinterpretation of rules or regulations, existing policy, or orders applicable to the Welfare Board, which shall be processed up to and including the Welfare Board, and shall hereinafter be referred to as a "non-contractual grievance."

2. The term "grievant" shall mean an employee, group of employees, or the Union. The Union shall identify grievant(s) by name, where appropriate.

C. Presentation of a Grievance

The Welfare Board agrees that in the presentation of a grievance there shall be no loss of pay for the time spent in presenting the grievance by the grievant and one union representative who is an employee of the Board throughout the grievance procedure.

D. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement. Nothing herein is meant to preclude the parties from waiving one or more steps of this grievance procedure and mutually processing a grievance initially at a higher step.

- a. The grievant shall institute action under the provisions hereof in writing, signed and delivered to his/her Supervisor within ten (10) working days of the occurrence complained of, or within ten (10) working days after he/she would reasonably be expected to know of its occurrence. Failure to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance. The grievant may be represented by an employee who is the Shop Steward.
- b. The Supervisor shall render a decision in writing within ten (10) working days after receipt of the grievance.

Step 2

- a. In the event satisfactory settlement has not been reached, the grievant shall, in writing and signed, file his complaint with the Director of Welfare within five (5) working days following the determination at Step 1. The grievant may be represented by an employee who is the Shop Steward or Local Union Officer.
- b. The Director of Welfare, or his designee, shall render his decision within ten (10) working days after the receipt of the complaint.

Step 3

- a. Should the grievant disagree with the decision of the Director, or his designee, the aggrieved may, within five (5) working days, submit to the Board a statement in writing and signed as to the issues in dispute. In the event the grievant files his statement with the Board at least ten (10) working days prior to a Board meeting, the matter shall be placed on the agenda for that meeting to be heard by the Board or a committee thereof. Statements filed less than ten (10) working days before a Board meeting may be heard by the Board or a committee thereof or, at the Board's discretion, placed on the agenda for the following meeting. The Board (committee) shall review the decision of the Director together with the disputed areas submitted by the grievant. The grievant and/or the Union representative may request an appearance before the Board (committee). The

Board will render its decision within eight (8) working days after the next regular Board meeting following the hearing at which the matter has been reviewed. If the Board's decision involves a non-contractual grievance (or Article XXVIII Discipline after advisory arbitration, if chosen), the decision of the Board shall be final.

- b. The grievant may be represented by the Local Union Officer or the International Union Representative, or both. A minority organization shall not present or process grievances.

Step 4

- a. Any unresolved contract grievance (as defined in B.1., Definitions above) except matters involving appointment, promotion, or assignment or matters within the exclusive province of Civil Service, may be appealed to arbitration only by the Union. The Union must file the request for arbitration within twenty (20) working days after the receipt of the Board's decision.
- b. Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration or to represent an employee before Civil Service. The Union's decision to request the movement of a grievance to arbitration or to terminate the grievance prior to submission to arbitration shall be final as to the interests of the grievant and the Union.
- c. Where the grievance involves an alleged violation of individual rights specified in Civil Service Law and rules

for which a specific appeal to Civil Service is available, the individual may present his complaint to Civil Service directly. The grievant may pursue the Civil Service procedure or the grievance procedure as herein provided. Once the grievant makes the selection of procedure, such election shall be deemed final and binding and constitute an absolute waiver of the procedure not selected. The election will be made in writing at the appropriate time on the grievance form.

- d. The arbitrator shall be selected by agreement between the parties as follows:
  1. by selection from the panel of arbitrators maintained by the Public Employment Relations Commission, in accordance with the selection procedures of the Public Employment Relations Commission, or;
  2. by selection from the panel of arbitrators maintained by the American Arbitration Association, in accordance with the selection procedures of the American Arbitration Association.
- e. The parties shall meet at least ten (10) working days prior to the date of the arbitration hearing to frame the issues to be submitted to the arbitrator and to stipulate the facts of the matter in an effort to expedite the hearing.
- f. The decision or award of the arbitrator shall be final and binding (except discipline, see Article XXVIII) on the Welfare Board, the Union, and the grievant or grievants to the

extent permitted by and in accordance with applicable law and this agreement.

Any arbitration decisions or awards affecting matters covered by Ruling 11 shall be subject to review by the Department of Human Services, Division of Public Welfare. Where the Department of Human Services, Division of Public Welfare, refuses to approve an arbitrator's decision or award as being in contravention of Ruling 11, this shall not be construed as preventing the union from thereafter moving in an appropriate forum for the enforcement of the arbitrator's decision or award.

- g. The arbitrator may prescribe an appropriate back pay remedy when he finds a violation of this Agreement, provided such remedy is permitted by law and is consistent with the terms of this Agreement, except that he may not make an award which exceeds the Welfare Board's authority.

The arbitrator shall have no authority to prescribe a monetary award as a penalty for a violation of this Agreement.

- h. The arbitrator shall have no authority to add to, subtract from, or modify the provisions of this Agreement and shall confine his decision solely to the interpretation and application of this Agreement. He shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him, nor shall he submit observations or declaration of opinions which are not essential in reaching the determination.

- i. The costs of the services of the arbitrator shall be borne equally by the Board and the Union. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring the same.
- j. The cost of the transcript, if any, will be borne by the party requesting it. If both parties request a transcript, the cost will be shared equally.
- k. The arbitrator shall hold a hearing at a time and place convenient to the parties as expeditiously as possible after his selection and shall issue his decision within thirty (30) days after the close of the hearing.
- l. Grievance resolutions or decisions at Steps 1 through 4 shall not constitute a precedent in any arbitration or other proceeding unless a specific agreement to that effect is made by the authorized representatives of both parties. This is not to be construed as limiting the right of either party to introduce relevant evidence, including such grievance resolution, as to the prior conduct of the other party.

ARTICLE IV  
DUES DEDUCTION AND REPRESENTATION FEE

- A. The Board agrees to deduct from the pay of each employee who furnishes a written authorization for such deduction in a form acceptable to the Board, during each calendar month, the amount of monthly Union dues. Dues shall be such amount as may be certified to the Board by the Union at least thirty (30) days prior to the month in which the deduction of Union dues is to be made. Deduction of Union dues made pursuant hereto shall be remitted by the Board to the Union, c/o Secretary-Treasurer, Communications Workers of America, AFL-CIO, 1925 K Street, N.W. Washington, D.C., 20006, by the 10th day of the month following the calendar month in which such deductions are made, together with a list of employees from whose pay such deductions were made. A copy of such list shall also be delivered to the local Union president.
- B. All deductions agreed upon in paragraph "A" above will be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. (R.S.) 52:14-15.9(e) as amended.
- C. For all employees in the bargaining unit(s) who do not pay dues in accordance with paragraphs A and B above, the employer shall instead deduct a representation fee equal to forty per cent (40%) of the appropriate dues as certified by the Union, pursuant to Chapter 477, Laws of 1979.
- D. It is agreed that the Board shall have no other obligation or liability, financial or otherwise (other than set forth herein) because of actions arising out of the understandings expressed

in the language of this article. It is further understood that once the funds deducted are remitted to the Union, the disposition of such funds shall be the sole and exclusive responsibility of the Union. The Union shall indemnify and save the Board harmless against any and all claims, demands, suits, or other forms of liability including reasonable legal and/or "consultation" fees resulting from any of the provisions of this Article or in reliance on any list, notice, or assignment furnished under this Section.

ARTICLE V  
COMPENSATION

A. Effective July 1, 1981, January 1, 1982, and July 1, 1982 salaries of employees shall be adjusted step to step, in accordance with the attached salary appendices I, II, & III respectively.

Compensation is based on a thirty-five (35) hour work week.

In the event Ruling 11 is revised during the term of this agreement to upgrade the salary rate range applicable to any individual title covered by said agreement, the salary rate range of the employee for such title shall be adjusted step to step effective on the date set forth in said revised Ruling 11.

B. Clerical employees who are being paid on the basis of salary range 12 and/or below who have at least one year of continuous service as of July 1, 1981 and July 1, 1982 respectively shall be entitled to a one-time cash payment equaling \$250 less normal deductions during each contract year.

C. Annual merit incremental increases in salary will be granted to each employee who has satisfactorily completed a year of continuous service prior to his/her anniversary date providing the employee is not at maximum of the range as follows:

1. All increments due and payable on and after July 1, 1981 and July 1, 1982 shall be effective at the end of the last

payroll period of the quarter which occurs during the months of March, June, September, and December. Payroll period, payday, and closing day of payroll period are not synonymous terms. The plan for payroll purposes for this Agreement shall be in accordance with Ruling 11.

2. Employees shall be allocated a quarterly anniversary date as follows:

- (a) Employees hired between October 2 and December 31 will be assigned a quarterly anniversary date as of January 1 of the second year following date of hire. Employees hired January 1 and January 2 will be assigned a quarterly anniversary date on January 1 of the following year.
- (b) An employee hired between January 2 and April 1 will be assigned a quarterly anniversary date on April 1 of the following year.
- (c) An employee hired between April 2 and July 1 will be assigned a quarterly anniversary date on July 1 of the following year.
- (d) An employee hired between July 2 and October 1 will be assigned a quarterly anniversary date on October 1 of the following year.

D. Any employee who is promoted or reclassified or demoted shall have his/her salary adjusted in accordance with the provisions of Ruling 11, Part I, Section 11, and the anniversary date changed, if appropriate, on the basis of the effective date in the same manner as newly hired employees, as indicated in the above paragraph C2.

ARTICLE VI  
EDUCATIONAL ASSISTANCE

- A. The Board agrees to pay for any course that an employee is required to take by the Board or the Director during the employee's course of employment with the Welfare Board. The Board may reimburse employees for expenses and tuition permitted as per Ruling 11 related to courses that are directly related to the work the employee is performing on a daily basis as an employee of the Welfare Board. All courses of this nature must first be approved by the Director. The Director will develop criteria that will clearly indicate that the course is work related and that the course will contribute to the Welfare Board in some measurable way. Any employee seeking reimbursement for work related courses must submit a copy of the transcript indicating that the employee has maintained at least a C+ or 2.5 average in the course if it is an undergraduate course. All grades must be submitted to the Director and, in addition to the grade sheet, actual proof of payment from the institution by the employee must be submitted to the Director within a reasonable time.
- B. The Director shall inform the employee of his decision for reimbursement within 30 days after the employee's request has been made to him. Should the Board be unable to act on the employee's request at the regularly scheduled meeting, the Director will so notify the employee and will respond to his request within ten (10) days after the next regularly scheduled Board meeting.

C. A maximum of two (2) social workers, two (2) income maintenance workers, and two (2) clerical employees may be offered an opportunity for educational leave for the purpose of pursuing full time study authorized by Ruling No. 11, Part 3 of the Division of Public Welfare.

## ARTICLE VII

### TRANSPORTATION AND REIMBURSEMENT

- A. The mileage reimbursement for employees who are authorized and required to operate their own vehicles shall be per State Travel Regulations. The Board agrees to continue to provide, at no expense to the employee, third-party liability insurance on the authorized employee's personal automobile when used for business purposes through a blanket policy.
- B. Employees who are required to use their personal automobile in excess of 200 miles in a calendar month on agency business shall receive an additional ten dollars (\$10.00) reimbursement for insurance for such month.

ARTICLE VIII  
BEREAVEMENT LEAVE DAYS

- A. Each employee shall be entitled for a period up to three (3) bereavement leave days per year to make, participate, arrange, and/or attend funeral and burial services, or participate in religious observance for a member of his "immediate family." "Immediate family" shall be defined as the employee's spouse, child, foster child, parent, brother or sister, mother or father-in-law, grandparents, grandchildren, or any relatives of the employee residing in the employee's household. "Bereavement leave days" shall not be charged against any accumulated "sick" or "vacation" leave days. Such bereavement leave days shall be non-cumulative.
- B. Employees may request an extension of the period of bereavement leave beyond the three (3) days provided above, however, any days over the permitted leave shall be charged against any employee's accumulated sick leave, or if no sick leave is available, then it shall be deducted from the employee's pay.
- C. Each employee may utilize one (1) unpaid leave day per year to make, participate, arrange, and/or attend the funeral of a close friend.

ARTICLE IX  
PERSONAL LEAVE DAYS

Each employee shall be entitled, in addition to vacation and/or sick leave, three (3) personal leave days per calendar year, as of January 1 of each calendar year; except employees hired after January 1 shall be eligible for personal leave days between the date of hire and the following January 1 at the rate of one (1) day following each four (4) months of employment. Each request to take a personal leave day shall be submitted to the Director of the Board at least forty-eight (48) hours prior to the requested date. The Director may at his discretion waive the forty-eight (48) hour notice. The annual personal leave days shall be non-cumulative. Not more than twenty-five percent (25%) of personnel within a department shall be given the same personal leave day without the express consent of the Director.

ARTICLE X

SICK LEAVE DAYS

All employees shall be credited with sick leave days on the following basis:

One (1) day per month, or major fraction thereof, during the first calendar year of his/her employment; and fifteen (15) working days in every calendar year thereafter, which shall be credited to the employee as of the first of January of each year to be accrued at the rate of one and one-quarter (1½) sick leave days per month.

The administration of sick leave days shall be in conformance with applicable Civil Service regulations.

Any amount of sick leave allowance not used in any calendar year shall accumulate from year to year.

## ARTICLE XI

### HOLIDAYS

Regular holidays shall be as follows:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Washington's Birthday	General Election Day
Lincoln's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

Whenever any of the days enumerated fall on a Sunday, the Monday next following shall be deemed a holiday. Whenever any of the days enumerated fall on a Saturday, the preceeding Friday shall be deemed a holiday.

In addition to the aforementioned holidays, the Board will grant a holiday when the Governor, in his role as Chief Executive of the State of New Jersey, declares a holiday by Proclamation or Executive Order or when the Board of Chosen Freeholders of Gloucester County declares a holiday for all County employees.

ARTICLE XII  
VACATION LEAVE DAYS

A. Every employee shall be granted the following annual leave for vacation purposes with pay:

One (1) working day for each full month of service or major fraction thereof during the first year;

After one year of service through five years of service, twelve (12) working days per year;

After five years of service through twelve years of service, fifteen (15) working days per year;

After twelve years of service through twenty (20) years of service, twenty (20) working days per year; and

After twenty years of service, twenty-five (25) working days per year.

B. Employees shall submit to the Director (or designee), request(s) for vacation leave days on forms provided as soon as possible, but in no case, less than 24 hours in advance.

If an emergency situation precludes the above time notice, then verbal request and approval may be granted for vacation leave days. All such leaves are subject to approval of the Director (or designee) based on availability for use of such time by the employee.

If, in any calendar year the vacation leave days or any part thereof are not granted by reason of pressure of work, such days of absence or parts thereof not granted shall accumulate and may be carried over to the next succeeding calendar year only.

ARTICLE XIII  
HEALTH BENEFITS

- A. The Board agrees to furnish each employee those health and medical services, including Blue Cross, Blue Shield, Rider "J" and Prudential Insurance Company of America's Major Medical coverage as enumerated in the "Health Benefits for New Jersey State Employees", and as may be amended, or coverage equivalent to this plan.
- B. The Board agrees to continue to furnish each employee a \$1.00 co-pay (no contraceptives) prescription plan.
- C. Effective January 1, 1982, the Board agrees to provide each employee with temporary Disability Insurance in accordance with the provisions of the New Jersey State Plan.

ARTICLE XIV  
PERMANENT APPOINTMENT

At the Board meeting following notification of certification by Civil Service, an employee who has passed the Civil Service Examination, if legally appointable, shall be permanently appointed to the position in which he or she is serving.

ARTICLE XV  
POSTING OF VACANCIES

Employees shall be made aware of all internal vacancies intended to be filled in new or current positions by notice posted on a separate bulletin board reserved only for said vacancies for a period of three (3) full working days; if eligible, each employee shall be permitted to compete for the available vacancies. A "vacancy" shall not be deemed to exist as a result of a mere rearrangement or reassignment of job duties nor as a result of a Civil Service desk audit. Employer is not precluded from interim appointments and retains sole authority to select appointees.

ARTICLE XVI  
PERSONNEL RECORDS

The employment records of each employee shall be open to the inspection of the employee upon request. Each employee will be afforded the opportunity to initial disciplinary material prior to incorporation into his/her permanent personnel file, and shall be provided a copy of same. If further minor disciplinary materials such as warnings or reprimands are not incorporated into the personnel file, the original material(s) will be expunged after two years. Any disciplinary actions which are normally reported to Civil Service must be retained in the employees file in accordance with Civil Service regulations. All employees will receive a written notice of appointment after action is taken on their appointment by the Board at a regular meeting.

ARTICLE XVII  
NON-DISCRIMINATION

The Union and employer both agree that in accordance with and to the extent required by statutes, each employee has all rights of citizenship and no employee will be discriminated against on the basis of race, creed, color, national origin, sex, marital status, age, religion, physical handicaps, or armed forces obligation, or participation in or lack of participation in legal union activities.

ARTICLE XVIII  
UNION ACTIVITIES

- A. During any given calendar year no more than a total of ten (10) days paid leave may be granted to all employees for Union activities. An additional ten (10) days unpaid leave per annum shall be granted the Local President or his/her designee. All requests for Union leave will be made at least forty-eight (48) hours before the leave is to commence. If, in the opinion of the Director, the employee's absence from duty on Union business will impede or render impossible the accomplishment of Welfare Board work, then the Director may upon written notice to the employee deny the leave. Application for any other unpaid leaves of absence for Union business will be considered on a case by case basis by the employer.
- B. The Local President or designee shall be permitted to address orientation sessions for new employees for a maximum of twenty (20) minutes.
- C. The employer agrees to maintain a Union bulletin board in a convenient location.

ARTICLE XIX  
REQUESTS FOR LEAVE

The Board will approve or disapprove, on a case-by-case basis, all requests for leaves in accordance with the provisions of Ruling No. 11. All leaves that will be granted will be granted on an unpaid basis unless payment for such leave is specifically authorized by State Statute and Board action. All leave requests that are denied or granted by the Board will be denied or granted in writing with a copy sent to the employee.

ARTICLE XX  
TEMPORARY JOB ASSIGNMENT

The mandates of Civil Service concerning transfers and assignments shall be followed; however, if an employee works outside of his/her job classification at the request of management for a period of ten (10) or more consecutive working days, the employee shall receive the rate of pay for the job classification or rate of pay for his/her own job classification whichever is higher for said period of time. If the employee works at a higher job classification, said employee will be paid on the same basis as though said employee was provisionally promoted to said job title.

ARTICLE XXI

PAYDAYS

Paychecks will normally be issued to each employee every two (2) weeks. The amount of pay to be withheld shall not exceed one (1) full week's pay.

ARTICLE XXII  
MANAGEMENT RIGHTS

It is the intention of the parties hereto that all rights, powers, prerogatives and authority which the said Board now has or had prior to the signing of this Agreement are retained by the Board except for those which are specifically set forth in this Agreement only, and such abridgements or modifications are to be strictly construed. It is agreed by and between the parties hereto that the management rights set forth above are not subject to the grievance procedure.

ARTICLE XXIII  
FULLY-BARGAINED PROVISIONS

The parties agree that they have fully bargained and agreed upon all terms and conditions of employment and that this Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.

ARTICLE XXIV  
SEVERABILITY AND SAVINGS

If any provisions of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, including but not limited to the New Jersey Department of Civil Service, or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXV

WORK CONTINUITY

The Union agrees that for the life of this Agreement there shall be no strike, slowdown, sickout, or other similar concerted action nor shall there by any individual action the purpose of which is to induce the employees to engage in such prohibited activities.

ARTICLE XXVI  
UNION REPRESENTATIVES

The Union will designate one (1) representative to deal with the Director of Welfare, said representative to act as liaison between the Board and the Union concerning management and/or employee problems. The Union representative shall contact the Welfare Director and request that meetings be set up as needed and as convenient to the schedule of the Welfare Director to discuss any problems of concern to the Union representative. If, in the opinion of the Director (or designee), it is mutually beneficial to meet on work time, then the employee shall suffer no loss in pay.

ARTICLE XXVII

RETIREMENT

The Board agrees to grant a lump sum payment to eligible employees covered by this Agreement who retire from the Public Employee Retirement System on the basis of one-half (1/2) their daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual compensation received during the last year of employment prior to the effective date of retirement, providing such payment does not exceed twelve thousand dollars (\$12,000) in accordance with applicable statutes.

ARTICLE XXVIII

DISCIPLINE

1. No employee shall be terminated or suspended for more than five (5) days without just cause.
2. In accordance with ARTICLE III, GRIEVANCE PROCEDURES, step 4, an appeal to disciplinary arbitration may be brought only by the Union, through its International Representative, by mailing a written request for disciplinary arbitration.
3. Arbitrators in disciplinary matters shall confine themselves to determinations of guilt or innocence and the appropriateness of penalties and shall neither add to, subtract from, nor modify any of the provisions of this Contract by any award. The arbitrator's decision with respect to guilt, innocence or penalty shall be advisory upon the parties. In the event the arbitrator finds the employee guilty, he may approve the penalty imposed or adjust such penalty as appropriate to the circumstances, in accordance with this Contract; however, removal from service shall not be substituted for a lesser penalty. In the event the arbitrator finds the employee innocent or modifies a penalty, he may order reinstatement with back pay for any or part of an imposed suspension or reduction in grade or period that the employee was dismissed from service. Should the arbitrator's award provide reinstatement with back pay, the employee may be paid for the hours he would have worked in his normally scheduled work week,

at his normal rate of pay, but not exceeding thirty-five (35) hours per week or seven (7) hours per day, less any deductions required by law, or other offsetting income for the back pay period specified by the arbitrator. The arbitrator's decision shall contain a short statement of the nature of the proceedings, the positions of the parties, and specific findings and conclusions on the facts. In addition, the arbitrator's decision shall discuss any of the testimony, evidence or positions of the parties which merit special analysis.

4. Nothing in this Article shall be construed to limit the right of the Board to implement any disciplinary action notwithstanding the pendency of any appeal proceedings.
5. Every employee shall have the right to Union representation at disciplinary proceedings.

ARTICLE XXIX  
HEALTH AND SAFETY COMMITTEE

There shall be a Health and Safety Committee composed of a maximum of two (2) members selected by the employer and two (2) selected by the Union. Such Committee shall meet at times of mutual convenience outside of the work day to discuss substantive problems that may arise from time to time regarding any health and safety concerns. Nothing herein precludes the possible need on an exceptional basis for discussion and resolution of imminent and potentially dangerous situations during working hours.

ARTICLE XXX

DURATION AND NEGOTIATION OF SUCCESSOR AGREEMENT

This Agreement shall be effective upon signing and continue through June 30, 1983 (except salary shall be retroactive to July 1, 1981). If the N.J. Supreme Court or enabling legislation changes the status of Article XXVIII (Discipline) prior to April 1, 1983, then negotiations shall be reopened concerning Article XXVIII within thirty (30) calendar days.

The parties agree that negotiations over a successor agreement shall be commenced not later than April 1, 1983.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 18th day of February, 1982.

GLOUCESTER COUNTY WELFARE BOARD

Charles D. Johnson

COMMUNICATIONS WORKERS OF  
AMERICA, AFL-CIO

Carol E. Gay  
Richard A. Dunn  
Sandra Z. Oncay  
Donald M. Mawhorter

APPROVED BY:

J. Thomas Peter, Jr.  
Director, Division of Public Welfare

APPENDIX I

Effective July 1, 1981 or subsequent date of appointment, employees' salaries shall be adjusted step to step as established in the following salary ranges for members of the bargaining unit, in accordance with Compensation Schedule I of Ruling 11 in effect July 1, 1981:

Title	Range	Rate
Income Maintenance Aide	5	\$ 7,537.00 - 10,174.88
Account Clerk, Typing	5	7,537.00 - 10,174.88
Clerk Typist	5	7,537.00 - 10,174.88
Telephone Operator	6	7,913.84 - 10,689.69
Terminal Operator	7	8,310.39 - 11,224.14
Senior Clerk Typist	8	8,726.64 - 11,787.39
Senior Account Clerk, Typing	8	8,726.64 - 11,787.39
Senior Clerk Typist, Bilingual	8	8,726.64 - 11,787.39
Senior Receptionist, Typing	8	8,726.64 - 11,787.39
Senior Clerk Transcriber	9	9,163.89 - 12,371.71
Senior Terminal Operator	9	9,163.89 - 12,371.71
Principal Account Clerk, Typing	12	10,606.95 - 14,311.14
Principal Clerk Typist	12	10,606.95 - 14,311.14
Principal Terminal Operator	13	11,136.12 - 15,033.23
Income Maintenance Technician	13	11,136.12 - 15,033.23
Supervising Account Clerk, Typing	15	12,277.17 - 16,569.50
Supervising Clerk Typist	15	12,277.17 - 16,569.50
Income Maintenance Worker	17	13,535.09 - 18,277.87
Income Maintenance Worker Bilingual	17	13,535.09 - 18,277.87
Investigator, C.W.A.	18	14,212.63 - 19,185.22
Social Worker	18	14,212.63 - 19,185.22
Income Maintenance Specialist	19	14,923.00 - 20,143.67
Senior Investigator, C.W.A.	21	16,452.73 - 22,215.69

APPENDIX II

Effective January 1, 1982 or subsequent date of appointment, employees' salaries shall be adjusted step to step as established in the following salary ranges for members of the bargaining unit, in accordance with Compensation Schedule X of Ruling 11 in effect January 1, 1982:

Title	Range	Rate
Income Maintenance Aide	5	\$ 7,821.42 - 10,558.84
Account Clerk, Typing	5	7,821.42 - 10,558.84
Clerk Typist	5	7,821.42 - 10,558.84
Telephone Operator	6	8,212.48 - 11,093.05
Terminal Operator	7	8,623.99 - 11,647.71
Senior Clerk Typist	8	9,055.95 - 12,232.20
Senior Account Clerk, Typing	8	9,055.95 - 12,232.20
Senior Clerk Typist Bilingual	8	9,055.95 - 12,232.20
Senior Receptionist, Typing	8	9,055.95 - 12,232.20
Senior Clerk Transcriber	9	9,509.70 - 12,838.55
Senior Terminal Operator	9	9,509.70 - 12,838.55
Principal Account Clerk, Typing	12	11,007.22 - 14,851.13
Principal Clerk Typist	12	11,007.22 - 14,851.13
Principal Terminal Operator	13	11,556.35 - 15,600.53
Income Maintenance Technician	13	11,556.35 - 15,600.53
Supervising Account Clerk, Typing	15	12,740.46 - 17,194.77
Supervising Clerk Typist	15	12,740.46 - 17,194.77
Income Maintenance Worker	17	14,045.85 - 18,967.55
Income Maintenance Worker, Bilingual	17	14,045.85 - 18,967.55
Investigator, C.W.A.	18	14,748.95 - 19,909.21
Social Worker	18	14,748.95 - 19,909.21
Income Maintenance Specialist	19	15,486.13 - 20,903.85
Senior Investigator, C.W.A.	21	17,073.58 - 23,054.03

APPENDIX III

Effective July 1, 1982 or subsequent date of appointment, all employees shall have their salaries adjusted, step to step, in their appropriate salary ranges in accordance with the revised Ruling 11 in effect July 1, 1982 which will provide an approximate 7% salary increase over the Compensation Schedule X referred to in Appendix II above.